



Grant Application Form

For New Hampshire Hazardous Waste Cleanup
Fund Monies to Establish, Improve or Operate a

"Do-It-Yourself"



**Put Used Oil
in Its Place!**

Used Oil Collection Center

New Hampshire Department of Environmental Services
Waste Management Division
Used Oil Subsection
6 Hazen Drive
Concord, NH 03301-6509

Toll Free 1 (888)-T A K E O I L

Fax (603) 271-0869



New Hampshire Used Oil Collection Grant Assistance Program



STEP-BY-STEP APPLICATION PROCEDURES

If you need assistance, call 1-888-TAKEOIL. There are 4 parts to a complete application. Instructions are set forth below:

1. Grant Request Form

Please type or print legibly and sign the Grant Request Form.

2. Work Plan

Complete a one-page work plan to include a brief description of the proposed project, along with projected costs and a quote for a future press release.

3. Grant Agreement (attached)

➤ Carefully read the terms of the Agreement (located on the back of the Agreement) along with the attached exhibits. If you do not return the pages containing the terms and conditions and Exhibits A, B and C, DES will attach the pages as they are, and they will remain, part of the Agreement.

➤ Fill in the Grantee's (grant applicant's) name and address at items 1.3 and 1.4 respectively.

➤ Fill in the amount of grant monies requested in item 1.8. Please remember that you may request no more than \$2,500.00 per year. The amount should agree with the Grant Request.

➤ Provide a signature and title at 1.11 and 1.12 respectively.

➤ Fill in section 1.13 by obtaining the signature and seal of a Notary Public or Justice of the Peace; and

➤ Once funding is approved, DES will sign the agreement at item 1.14 and send the applicant a copy.

4. Certificate of Authorization (see samples)

To be prepared by each grant applicant. This form confirms that the individual signing the Agreement has the authority to enter into the agreement on behalf of the applicant. It must be notarized.

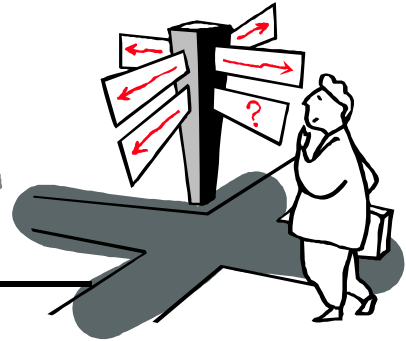
➡ **Mail the Complete Application To:**

**Used Oil Collection Center Grants
Department of Environmental Services
Hazardous Waste Compliance Section
Waste Management Division
6 Hazen Drive
Concord, NH 03301-6509**

➡ **Application Deadlines:**

- ➡ February 1, for approval by April 1;
- ➡ April 1, for approval by June 1;
- ➡ June 1, for approval by August 1;
- ➡ August 1, for approval by October 1;
- ➡ October 1, for approval by December 1; or
- ➡ December 1, for approval by February 1.

Frequently Asked Questions



Who may apply for the grant?

Municipalities and other political subdivisions, non-profit waste management and recycling organizations, and state registered motor vehicle inspection stations may be eligible for a grant. Qualifying applicants will be *establishing, improving, or operating used oil collection centers that serve* individuals who change their own oil (the "Do-It-Yourself" [DIY] oil changers). Government entities may also use the funds to cover the cost of transporting used oil off-site to a recycler.

What funding is available?

DES may provide up to **\$2,500** per year to each applicant, to establish, improve, or operate a DIY collection center. Two or more political subdivisions may combine grants at a shared facility, and receive up to a maximum of **\$5,000** per collection center, per year.

What can the funds be used for?

The funds are intended to establish, improve, or operate used oil collection centers. In addition, government entities may qualify for reimbursement of off-site transport costs for DIY used oil sent to a recycler. The monies can be used for the purchase of capital equipment, such as tanks, building supplies, or test kits. The money can also be used to finance contractors for construction related expenses or to purchase promotion and education materials. Funds may not be used to fund personnel costs, travel expenses, or direct or indirect benefits to any individual connected with the project.

What are the responsibilities of the applicant?

The applicant agrees to abide by all conditions of the Grant Agreement and to manage the collected used oil in accordance with all federal, state and local requirements. The applicant also agrees to supply the state with a yearly report (one page), detailing the total amount of DIY and other oil received, as well as its ultimate destination. This will aid DES in assessing the effectiveness of the program.

How many grants can an applicant receive?

There is no limit to the number of grants an applicant may receive, however, a maximum of

\$2,500 per year will be approved for any collection facility that serves only one town.

How will the grants be awarded?

After consideration of each application, DES will notify applicants of their awards via an award letter. The number of grants allocated in any one year is dependent on income generated from the automotive oil fee and legislative mandates. Approval of grant applications will be prioritized in the following order:

- Political subdivisions without public collection centers;
- Political subdivisions that have established collection centers;
- Applications from other government entities;
- State motor vehicle inspection stations;
- Non-profit organizations.

Once I receive approval, how long do I have to complete the project?

Unless a written extension is granted, the project must be completed, and receipts submitted to DES, within one year of the award date.

How do I receive the money?

The grant operates on a reimbursement basis. Once the project has been completed, mail NHDES copies of the paid receipts along with a list of paid expenses. A check will be mailed, payable to the applicant, in approximately 2-4 weeks.

Once I receive the grant, will training be available for my employees?

Most definitely. DES conducts periodic training on the proper use, handling and disposal of used oil. Additionally, DES will distribute educational materials and technical updates on request.

If I already made improvements to my used oil collection center, may I still apply?

If the receipts for your project are less than 365 days old, you may submit an application to DES for consideration. If sufficient funds are available, and your project is a priority, it may be approved for re-imbursement. Until July 22, 2001, older receipts may be considered by DES.

New Hampshire Used Oil Collection Grant Assistance Program

GRANT REQUEST

_____ (identify the town, non-profit, registered inspection site, or other entity) hereby makes application for grant funds available for establishing or improving a used oil collection center under the provisions of RSA-147 B:13.

The amount of money requested is (up to \$2,500.00): \$ _____

General Information

Name of Contact Person: _____
(The person who will have direct oversight of the project)

Mailing Address: _____
(Street)

(City/Town) (Zip code)

Daytime Phone #: _____

Fax #: _____

Name of Collection Center: _____

Address of Collection Center: _____

Communities to be served: _____

Will the grant be used for (check one):

- | | | |
|---|---|---|
| <input type="checkbox"/> Improving An Existing Center | <input type="checkbox"/> Work Proposed | <input type="checkbox"/> Work Completed |
| <input type="checkbox"/> Establishing A New Center | <input type="checkbox"/> Work in Progress | |

"I understand that by signing this document, I agree, on behalf of the municipality or political subdivision stated above, to the attached terms related to the receipt of the grant funding. Also, to the best of my knowledge and belief, the information contained in this application and the accompanying attachments is true and correct, and the application has been duly authorized by the governing body(s) of the applicant(s)."

Date

Authorized Signature

Printed/Typed Name and Title

Sample Work Plan

On a separate sheet of paper, provide a brief description of the proposed project. Please include a list of materials to be purchased, itemize estimated costs, and define the time frame when the project is to be/was completed. Also, please include a brief quote from a town official, explaining how the grant will improve the recycling program in your community. If your grant is approved, this statement will likely be included in a DES press release.

Used Oil Collection Center (Sample) Work Plan for Anytown, NH

The town of Anytown, NH will be purchasing a 400-gallon holding tank for collecting Do-It-Yourself used oil from its residents. The town will put the tank outside, next to the Solid Waste Operator shed, on a new concrete slab. Projected start-up will be in April of 2002. The town is requesting a grant of \$2,500.00.

Estimated Itemized Costs:

| | |
|--|-----------|
| -400-gallon, double-walled steel and fiberglass tank: | \$1925.00 |
| Shipping & Handling from X Manufacturing Company | 350.00 |
| -Padlock to secure the tank hatch when the center is closed | 10.00 |
| -Concrete slab of 12 foot by foot dimensions provided by Local Contracting Services, Inc. | 200.00 |

| | |
|---------------|------------------|
| Total: | \$2485.00 |
|---------------|------------------|

| | |
|---|-------------------|
| Allowing for price changes, the grant request is for | \$2,500.00 |
|---|-------------------|

Quote for Press Release- "

Quote Attributed To- _____

Person's Name

Public Statement: *"The new collection center will help protect Anytown's environment by providing a convenient outlet for the used oil that our residents generate. The grant money will not only allow the Town to install a used oil collection tank, but it will also cover the costs of constructing an outdoor structure with secondary containment to reduce the potential for spills."*

Please Note: Quotes are assumed to be from the person who signed the grant agreement, unless otherwise stated.

GRANT AGREEMENT

Subject: FUNDING OF USED OIL COLLECTION CENTERS

The State of New Hampshire and the Grantee hereby mutually agree as follows:

General Provisions

1. Identification and Definitions.

| | | | |
|--|---|---|-------------------------------|
| 1.1. State Agency Name: <i>NH Dept. of Environmental Services</i> | | 1.2. State Agency Address: <i>6 Hazen Drive, Concord, NH 03301</i> | |
| 1.3. Grantee Name: | | 1.4. Grantee Address: | |
| 1.5. Effective Date: <i>Upon DES Approval</i> | 1.6. Completion Date: <i>1 year from approval</i> | 1.7. Audit Date: <i>N/A</i> | 1.8. Grant Limitation: |
| 1.9. Grant Officer for State Agency: | | 1.10. State Agency Telephone No.: | |
| 1.11. Grantee Signature: | | 1.12. Name & Title of Grantee Signor: | |
| 1.13. Acknowledgment: State of _____, County of _____, on ____ / ____ / ____, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1. Signature of Notary Public or Justice of the Peace: (seal) | | | |
| 1.13.2. Name and Title of Notary Public or Justice of the Peace: | | | |
| 1.14. State Agency Signature(s): | | 1.15. Name & Title of State Agency Signor(s): <i>_____, Commissioner NH Dept. of Environmental Services</i> | |
| 1.16. Approval by Attorney General (Form, Substance & Execution): By: <i>N/A</i> Assistant Attorney General, On: ____ / ____ / ____ | | | |
| 1.17. Approval by the Governor and Council: By: <i>N/A</i> On: ____ / ____ / ____ | | | |

2. Scope of Work: In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 487:17,III, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (The scope of work being hereinafter referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire, whichever is later (hereinafter referred to as "the effective date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel

engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA; RETENTION OF DATA; ACCESS.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date, all data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OR AGREEMENT.**

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement,

effective two (2) days after giving the Grantee notice of termination; and

11.2.2. Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3. Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers

and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND.

17.1. The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

EXHIBIT A

Grantee Obligations

- 1) The Grantee shall purchase materials or services to establish, improve, or operate a used oil collection center in accordance with the terms and conditions of this agreement.
- 2) The Grantee agrees to conduct said used oil collection center in accordance with all applicable State and Federal laws and regulations; particularly Parts Env-Wm 807 and Env-Wm 1004 of the NH Hazardous Waste Rules.
- 3) The Grantee will complete and submit an annual report to the DES, Waste Management Division. The report shall be submitted by March 1, and shall describe the amount, source, and final disposition of used oil collected within the previous calendar year at the collection facility.
- 4) The Grantee shall complete its project within one year of the grant award date unless prior written approval for an extension of the time has been received from DES. Failure to do so may result in termination of this agreement.

EXHIBIT B

Method of Payment

- 1) The State agrees to pay the Grantee the Grant Monies upon the successful completion of the Project. Successful completion shall mean that (1) the Grantee has fulfilled the terms and conditions of this agreement, and (2) the Grantee's accounting records, including receipts for all materials purchased and services rendered, have been submitted to DES. The payment of funds to the Grantee shall not be construed as a waiver by DES of any past, present or future right, claim or cause of action related to the performance of this agreement.
- 2) Upon fulfillment of the terms and conditions of this agreement, including all of the conditions of a successful completion of the Project, the DES (or the "State") shall pay to the Grantee Grant Monies in the amount not to exceed **\$2,500.00, or the amount requested**. This amount is based on the legislation that established the funds, RSA 147-B:13. Payment shall be made to the Grantee within 30 days of either receipt by DES of the Grantee's invoice or DES's determination that the Project has been successfully completed in accordance with this contract, whichever is later.
- 3) Grantee expenses not directly associated with the Project shall not be reimbursable by DES. Only costs that otherwise would not have been spent by the Grantee were it not for the Project, and the Grantee's coordination thereof, shall be reimbursed by DES. Non-reimbursable items shall include, but not be limited to, the following: employee benefits, payroll taxes, insurance, rent, utilities, dues, and depreciation.

- 4) The Grantee agrees to pay for all Project costs beyond the amount of Grant Monies authorized under this agreement.
- 5) The Grantee agrees to submit an invoice itemizing monies spent on the Project, along with accompanying receipts, to DES for the Grant Monies specified in this agreement. Said invoice shall be submitted to the NH Department of Environmental Services, Waste Management Division, Used Oil Subsection, 6 Hazen Drive, Concord, NH 03301-6509, within one year of the grant award date.
- 6) The Grantee agrees that no Grant Monies shall be paid by DES unless and until DES has reviewed and determined that such costs or expenditures qualify for funding under the terms of this agreement, and all applicable state and federal requirements; provided that DES's payment of funds to the Grantee shall not be construed as a waiver of any past, present or future right, claim or cause of action related to the performance of this agreement or any applicable state or federal law.

EXHIBIT C

Special Provisions

- 1) The State reserves the right to audit the Grantee's expenditures for the Project and to retract and/or seek reimbursement for Grant Monies paid to the Applicant whenever, subsequent to payment of Grant Monies, it becomes known that any of the terms and conditions of this agreement were, in fact, not fulfilled.
- 2) It is understood that through the State's approval and/or payment of said Grant Monies for the Project, the State, including the NH Department of Environmental Services, Waste Management Division, its officers and employees, assumes no liability regarding this Project, including, but not limited to, liability for injury, death, or property damage that might arise during or from this Project or during or from the State's conduct of its hazardous waste management program under RSA 147-A and RSA 147-B and New Hampshire Administrative Rules Env-Wm 100 to Env-Wm 1000. Nothing in this agreement shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
- 3) DES may exercise its authority to modify, suspend or terminate the Project if it determines that the Project poses a threat to human health or the environment.
- 4) The Grantee shall allow DES to have access to and conduct any monitoring of the Project deemed necessary by DES to ensure its compliance with the terms of this agreement and with state and federal statutes and regulations.

Town of _____
Certificate of Authorization

*The town of _____ certifies that _____ is authorized
to enter into an agreement between the State of New Hampshire and the Town of _____
pertaining to the DES Municipal Used Oil Grant Program.*

In witness whereof, I hereby sign the Certificate of Authorization.

Name, Town Clerk

Notarization

State of New Hampshire, County of _____

On _____, before me, _____, the
Date Notary's Name

*undersigned officer, personally appeared _____ who acknowledged
his/herself to be the Town Clerk of the town of _____, New Hampshire,
and that he/she, Town Clerk being authorized to do so, executed the foregoing instrument for the
purposes
therein contained.*

In witness hereof, I hereunto set my hand and official seal.

Notary Public

(seal)

Commission Expires: _____

GRANT APPLICATION CHECKLIST

A complete application must include the following:

- 1) A completed Grant Request Form
- 2) A detailed Work Plan
- 3) An original signed and notarized agreement between the applicant and the State of New Hampshire with attached exhibits A, B & C
- 4) A notarized "Certificate of Authorization" from the party which authorized the applicant to enter into an agreement for the Used Oil Collection Center Project

Please mail the complete application packet to:



**Used Oil Collection Center Grants
Hazardous Waste Compliance Section
Department of Environmental Services
Waste Management Division
6 Hazen Drive
Concord, NH 03301-6509**